Customer No.: 64280

## **REMARKS**

In the Office Action mailed October 10, 2008, the Examiner rejected claims 1-10 under 35 U.S.C. § 112, second paragraph; rejected claims 1-10 under 35 U.S.C. § 103(a) as unpatentable over Eisenhauer et al., Native Data Representation: An Efficient Wire Format for High Performance Computing, Georgia Institute of Technology, GIT-CC-01-18, 2001 (Eisenhauer) in view of U.S. Patent No. 6,851,089 to Erickson et al. (Erickson) and further in view of U.S. Patent Application Publication No. 2002/0099735 to Schroeder et al. (Schroeder).

By this amendment, Applicants amend claims 1 and 7 in response to the rejection under 35 U.S.C. § 112, amend claims 2, 3, and 7 to more clearly define the features of those claims. Applicants submit that claim 2 has been written in independent form including the features of independent claim 1.

Claims 1-10 are currently pending.

Regarding the rejection under 35 U.S.C. § 112, second paragraph, Applicants submit that the amendments to claims 1 and 7 obviate the rejections, and thus the rejection of claims 1-10 under 35 U.S.C. § 112, second paragraph, should be withdrawn.

The Examiner rejected claims 1-10 under 35 U.S.C. § 103(a) as unpatentable over <a href="Eisenhauer"><u>Eisenhauer</u></a> in view of <u>Erickson</u> and <u>Schroeder</u>. Applicants respectfully traverse this rejection.

At the outset, Applicants submit that the Examiner has taken the <u>Eisenhauer</u> reference out of context. <u>Eisenhauer</u> teaches that in a system using a sender and a receiver, the "receiver makes it right." <u>Eisenhauer</u>, page 2, para. 4. As such, the receiver must know whether and how to convert the message it receives. To that end, marshalling

Customer No.: 64280

is used to prefix a message with a small format token that identifies the format of the message. <u>Eisenhauer</u>, para. 6, section 3.1.1. When the message is already in "wire format" (which is the case when the sending and receiver use the same format), the message is "not subject to any processing during marshalling," i.e., not prefixed with the format token. <u>Eisenhauer</u>, section 3.1.1. Specifically, section 3.1.1 of <u>Eisenhauer</u> states:

Because PBIO's approach to marshalling involves sending data largely as it appears in memory on the sender's side, marshalling is computationally inexpensive. Messages are prefixed with a small (32-128 bits) format token that identifies the format of the message. If the format contains variable length elements (strings or dynamically sized arrays), a 32-bit length element is also added at the head of the message. Message components that do not have string or dynamic subfields (such as the entire message of Figure 1) are not subject to any processing during marshalling. They are already in 'wire format'. However, components with those elements contain pointers by definition. The PBIO marshalling process copies those components to temporary memory (to avoid destroying the original) and converts the pointers into offsets into the message. The end result of PBIO's marshalling is a vector of buffers which together constitute an encoded message. Those buffers can be written on the wire directly by PBIO or transmitted via another mechanism to their destination.

<u>Eisenhauer</u> differs from features recited in claim 1 in a variety of ways. For example, <u>Eisenhauer</u> uses a sender and a "receiver makes it right" approach to correct formatting rather than use "an application integration system."

Moreover, <u>Eisenhauer</u>'s prefixing is merely a format token which does not "wrap" a message, as recited in claim 1. To illustrate, when the <u>Eisenhauer</u> sender and receiver have the same format, <u>Eisenhauer</u> expressly states that prefixing is **not** used. <u>Eisenhauer</u>, section 3.11. In contrast, claim 1 specifically recites "wrapping, without converting at the application integration system, the message in a markup language file envelope, wherein the wrapping is performed when the sending and receiving applications have a same message format." It is indisputable that <u>Eisenhauer</u> teaches away from this noted feature of claim 1. See also <u>Eisenhauer</u>, page 4 (describing the XML coding and decoding costs

Customer No.: 64280

are substantially higher than other formats, thus teaching away from claim 1.)

In view of the foregoing, Eisenhauer fails to disclose or suggest at least the following feature of claim 1: "wrapping, without converting at the application integration system, the message in a markup language file envelope, wherein the wrapping is performed when the sending and receiving applications have a same message format converting, at the application integration system, and wherein when the sending and receiving applications have different message formats, converting, at the application integration system, the message from the message format of the received message to another message format for transmission through the application integration system to the receiving application, the application integration system comprising a routing module to determine the receiving application and a mapping module to determine the message format of the receiving application, wherein the markup language file envelope is an extensible markup language (XML) file." Nor does Eisenhauer disclose or suggest the following feature of claim 1: "routing the markup language file envelope, including the wrapped message, through the application integration system without converting the message in the markup language envelope to the other message format, when the sending and receiving applications have the same message format.

Furthermore, although <u>Schroeder</u> discloses "IDOC" and <u>Erikson</u> discloses structured information, <u>Schroeder</u> and <u>Erikson</u> fail to cure the above-noted deficiencies of <u>Eisenhauer</u>. Nor does the Examiner allege that <u>Schroeder</u> and <u>Erikson</u> cure the above-noted deficiencies of <u>Eisenhauer</u>. Therefore, claim 1 as well as claims 2-6, at least by reason of their dependency from independent claim 1, are allowable over <u>Eisenhauer</u>, <u>Erickson</u>, and <u>Schroeder</u>, whether taken alone or in combination, and, thus, the rejection of those claims under 35 U.S.C. § 103(a) should be withdrawn.

Customer No.: 64280

Regarding claim 2, Applicants submit that none of the cited references discloses or suggests an application integration system including a routing module to determine the receiving application and a mapping module to determine the message format of the receiving application, much less the following feature of claim 2: "wrapping, without converting at the application integration system, the message in a markup language file envelope, wherein the wrapping is performed when the sending and receiving applications have a same message format, and wherein when the sending and receiving applications have different message formats, converting, at the application integration system, the message from the message format of the received message to another message format for transmission through the application integration system to the receiving application, the application integration system comprising a routing module to determine the receiving application and a mapping module to determine the message format of the receiving application, wherein the routing module and the mapping module are polled by the sending application to determine the receiving application and the message format of the receiving application." Emphasis added. Therefore, independent claim 2 is allowable over Eisenhauer, Erickson, and Schroeder, whether taken alone or in combination, and, thus, the rejection of claim 2 under 35 U.S.C. § 103(a) should be withdrawn for this additional reason.

Customer No.: 64280

Claim 7, although of different scope, includes some features similar to those noted above with respect to claim 1. For at least the reasons noted above with respect to claim 1, claim 7 as well as claims 8-10, at least by reason of their dependency from independent claim 7, are allowable over <u>Eisenhauer</u>, <u>Erickson</u>, and <u>Schroeder</u>, whether taken alone or in combination, and, thus, the rejection of those claims under 35 U.S.C. § 103(a) should be withdrawn.

Customer No.: 64280

## CONCLUSION

On the basis of the foregoing amendments, the pending claims are in condition for allowance. It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper.

Applicant is concurrently filing herewith a Petition for a one-month extension of time with the requisite fee. Authorization for a credit-card payment of the filing fees mentioned above is submitted herewith. No additional fees are believed to be due, however the Commissioner is authorized to charge any additional fees or credit overpayments to Deposit Account No. 50-0311, reference No. 34874-062/2003P00267US. If there are any questions regarding this reply, the Examiner is encouraged to contact the undersigned at the telephone number provided below.

Respectfully submitted,

Date: 10 February 2009

Pedro F. Suarez Reg. No. 45,895

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. 3580 Carmel Mountain Road, Suite 300

San Diego, CA 92130 Customer No. 64280

Tel.: 858/314-1500 Fax: 858/314-1501